



STATE OF ALABAMA

DEPARTMENT OF FINANCE
DIVISION OF PURCHASING

INVITATION TO BID

INVITATION TO BID NO: 10-X-2218873

REQ. AGENCY : 012039
ALDOT - 6TH DIV DIST 3
AGENCY REQ. NO. :
T-NUMBER : TA903
DATE ISSUED : 07/23/10
VENDOR NO. :
VENDOR PHONE NO. :
SNAP REQ. NO. : 1440894
BUYER NAME : BRYAN MATTHEWS

FOR: LITTER REMOVAL DIVISION 6 / DIST. 3

BUYER PHONE NO. : (334) 242-7250-
PURCHASING PHONE NO: (334) 242-7250

BID MUST BE RECEIVED BEFORE:
DATE: 08/12/10 TIME: 5:00 PM

BIDS WILL BE PUBLICLY OPENED:
DATE: 08/13/10 TIME: 2:00 PM

TO BE COMPLETED BY VENDOR

INFORMATION IN THIS SECTION SHOULD BE PROVIDED, AS APPROPRIATE. BID RESPONSE
MUST BE IN INK OR TYPED WITH ORIGINAL SIGNATURE AND NOTARIZATION.

1. DELIVERY: CAN BE MADE _____ DAYS OR _____ WEEKS AFTER RECEIPT OF ORDER
2. TERMS: _____(DISCOUNTS ARE TAKEN WITHOUT REGARD TO DATE OF PAYMENT.)
3. PRICE VALID FOR ACCEPTANCE WITHIN _____ DAYS.
4. VENDOR QUOTATION REFERENCE NUMBER, IF ANY: _____
(THIS NUMBER WILL APPEAR ON THE PURCHASE ORDER.)
5. E-MAIL ADDRESS: _____
INTERNET WEBSITE: _____
6. GENERAL CONTRACTOR'S LICENSE NO: _____
TYPE OF G.C. LICENSE: _____

***** IMPORTANT NOTE: *****

BIDDERS MUST COMPLY WITH ALL "BID RESPONSE INSTRUCTIONS" ON PAGE 2, TO INCLUDE
ITEM 7 - COPY REQUIREMENT.

RETURN INVITATION TO BID:

US MAIL

COURIER

STATE OF ALABAMA
DEPARTMENT OF FINANCE
DIVISION OF PURCHASING
P O BOX 302620
MONTGOMERY, AL 36130-2620

STATE OF ALABAMA
DIVISION OF PURCHASING
RSA UNION BUILDING
100 N. UNION ST., SUITE 192
MONTGOMERY, AL 36104

SIGNATURE AND NOTARIZATION REQUIRED

I HAVE READ THE ENTIRE BID AND AGREE TO FURNISH EACH ITEM OFFERED AT THE PRICE QUOTED.
I HERBY AFFIRM I HAVE NOT BEEN IN ANY AGREEMENT OR COLLUSION AMONG BIDDERS IN
RESTRAINT OF FREEDOM OF COMPETITION BY AGREEMENT TO BID AT A FIXED PRICE OR TO
REFRAIN FROM BIDDING.

SWORN TO AND

FEIN OR SSN

AUTHORIZED SIGNATURE (INK)

SUBSCRIBED BEFORE ME THIS

COMPANY NAME

TYPE/PRINT AUTHORIZED NAME

_____ DAY OF _____

MAIL ADDRESS

TITLE

NOTARY PUBLIC

CITY, STATE, ZIP

TOLL FREE NUMBER

TERM EXP: _____

PHONE INCLUDING AREA CODE

FAX NUMBER

STANDARD TERMS & CONDITIONS

VENDOR NAME :

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AUTHORITY:

THE DEPARTMENT OF FINANCE CODE OF ADMINISTRATIVE PROCEDURE, CHAPTER 355-4-1 EFFECTIVE DECEMBER 20, 2001 IS INCORPORATED BY REFERENCE AND MADE A PART OF THIS DOCUMENT. TO RECEIVE A COPY CALL (334)242-7250, OR OUR WEBSITE WWW.PURCHASING.ALABAMA.GOV .

INFORMATION AND ASSISTANCE TO MINORITY AND WOMEN-OWNED BUSINESSES IN ACQUIRING M/WBE CERTIFICATION MAY BE OBTAINED FROM THE OFFICE OF MINORITY BUSINESS ENTERPRISE, 1-800-447-4191.

BID (ITB) RESPONSE INSTRUCTIONS

REV: 01/14/10

1. TO SUBMIT A RESPONSIVE BID, READ THESE INSTRUCTIONS, ALL TERMS, CONDITIONS AND SPECIFICATIONS.
2. BID ENVELOPES/PACKAGES/BOXES MUST BE IDENTIFIED ON FRONT, PREFERABLY LOWER LEFT CORNER AND BE VISIBLE WITH THE BID NUMBER AND OPENING DATE. EACH INDIVIDUAL BID (IDENTIFIED BY A UNIQUE BID NUMBER) MUST BE SUBMITTED IN A SEPARATE ENVELOPE. RESPONSES TO MULTIPLE BID NUMBERS SUBMITTED IN THE SAME ENVELOPE/COURIER PACKAGE, THAT ARE NOT IN SEPARATE ENVELOPES PROPERLY IDENTIFIED, WILL BE REJECTED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR LATE BIDS FOR ANY REASON INCLUDING THOSE DUE TO POSTAL, OR COURIER SERVICE. BID RESPONSES MUST BE IN THE DIVISION OF PURCHASING OFFICE PRIOR TO THE "RECEIVE DATE AND TIME" INDICATED ON THE BID.
3. BID RESPONSES (PAGE 1, PRICE SHEET AND ADDENDUMS (WHEN SIGNATURE IS REQUIRED)) MUST BE IN INK OR TYPED ON THIS DOCUMENT. OR EXACT FORMAT WITH SIGNATURES BEING HANDWRITTEN ORIGINALS IN INK (PERSON SIGNING BID, NOTARY, AND NOTARY EXPIRATION), OR THE BID WILL BE REJECTED. UNLESS INDICATED IN THE BID, ALL PRICE PAGES MUST BE COMPLETED AND RETURNED. IF AN ITEM IS NOT BEING BID, IDENTIFY IT AS NB (NO-BID). PAGES SHOULD BE SECURED. THE DIVISION OF PURCHASING DOES NOT ASSUME RESPONSIBILITY FOR MISSING PAGES. FAXED BID RESPONSES WILL NOT BE ACCEPTED.
4. THE UNIT PRICE ALWAYS GOVERNS REGARDLESS OF THE EXTENDED AMOUNT. A UNIT PRICE CHANGE ON A LINE MUST BE INITIALED BY THE PERSON SIGNING THE BID, OR THAT LINE WILL BE REJECTED. THIS INCLUDES A CROSS-OUT, STRIKE-OVER, INK-OVER, WHITE-OUT, ERASURE, OR ANY OTHER METHOD CHANGING THE PRICE.
5. A "NO BID" MUST BE RETURNED TO REMAIN ON A CLASS/SUBCLASS. RETURN PAGE 1 OR NOTIFICATION PAGE MARKED "NO-BID". IDENTIFY IT ON THE ENVELOPE AS A "NO-BID". FAILING TO RESPOND TO 3 ITB'S WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. RESPONDING WITH 6 "NO-BIDS" WITHIN THE SAME CLASS/SUBCLASS WILL AUTOMATICALLY PURGE THE VENDOR FROM THAT CLASS/SUBCLASS. A "NO-BID" RECEIVED LATE IS CONSIDERED A NO RESPONSE.
6. THE DIVISION OF PURCHASING IS NOT RESPONSIBLE FOR MISINTERPRETATION OF DATA FAXED FROM THIS OFFICE.
7. THE DIVISION OF PURCHASING REQUIRES AN ORIGINAL AND A MINIMUM OF ONE COMPLETE EXACT COPY (TO INCLUDE SIGNATURE AND NOTARY) OF THE INVITATION-TO-BID RESPONSE. THE ORIGINAL AND THE COPY SHOULD BE SUBMITTED TOGETHER AS A BID PACKAGE. FAILURE TO MARK RESPONSES AS "ORIGINAL" AND/OR "COPY" COULD RESULT IN THE ENTIRE BID RESPONSE BEING REJECTED.
8. AN IMPROPERLY SUBMITTED BID, LATE BID, OR BID THAT IS CANCELLED ON OR BEFORE THE OPENING DATE WILL BE HELD FOR 90 DAYS AND THEN DESTROYED. THE BID MUST BE RETRIEVED DURING REGULAR WORK HOURS, MONDAY - FRIDAY, EXCEPT STATE HOLIDAYS. AFTER THE BID IS DESTROYED, THE DIVISION OF PURCHASING ASSUMES NO RESPONSIBILITY FOR THE DOCUMENT.

DISQUALIFIED/CANCELLED BID

BIDS THAT ARE IMPROPERLY SUBMITTED OR RECEIVED LATE WILL BE A RESPONSE FOR RECORD, BUT WILL NOT BE RETURNED OR A NOTIFICATION MAILED.

THE FOLLOWING IS A PARTIAL LIST WHEREBY A BID RESPONSE WILL BE DISQUALIFIED:

BID NUMBER NOT ON FACE OF ENVELOPE/COURIER PACKAGE/BOX
RESPONSES TO MULTIPLE BID NUMBERS IN SAME ENVELOPE NOT PROPERLY IDENTIFIED
BID RECEIVED LATE
BID NOT SIGNED/NOT ORIGINAL SIGNATURE
BID NOT NOTARIZED/NOT ORIGINAL SIGNATURE OF NOTARY AND/OR NO NOTARY EXPIRATION
NOTARIZED OWN SIGNATURE
REQUIRED INFORMATION NOT SUBMITTED WITH BID
FAILURE TO SUBMIT THE ORIGINAL BID AND A COMPLETE EXACT COPY

CERTIFICATION PURSUANT TO ACT NO. 2006-557

ALABAMA LAW (SECTION 41-4-116, CODE OF ALABAMA 1975) PROVIDES THAT EVERY BID SUBMITTED AND CONTRACT EXECUTED SHALL CONTAIN A CERTIFICATION THAT THE VENDOR, CONTRACTOR, AND ALL OF ITS AFFILIATES THAT MAKE SALES FOR DELIVERY INTO ALABAMA OR LEASES FOR USE IN ALABAMA ARE REGISTERED, COLLECTING, AND REMITTING ALABAMA STATE AND LOCAL SALES, USE, AND/OR LEASE TAX ON ALL TAXABLE SALES AND LEASES INTO ALABAMA. BY SUBMITTING THIS BID, THE BIDDER IS HEARBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGES THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.

SPECIAL TERMS & CONDITIONS

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INVITATION TO BID

INTENT TO AWARD

EFFECTIVE MAY 1, 2008, THE STATE OF ALABAMA - DIVISION OF PURCHASING WILL ISSUE AN 'INTENT TO AWARD' BEFORE A FINAL AWARD IS MADE. THE 'INTENT TO AWARD' WILL CONTINUE FOR A PERIOD OF FIVE (5) CALENDAR DAYS, AFTER WHICH A PURCHASE ORDER WILL BE PRODUCED. UPON FINAL AWARD, ALL RIGHTS TO PROTEST ARE FORFEITED. A DETAILED EXPLANATION OF THIS PROCESS MAY BE REVIEWED IN THE ALABAMA ADMINISTRATIVE CODE - CHAPTER 355-4-1(14).

ALTERNATE BID RESPONSE

UNLESS STATED ELSEWHERE IN THIS INVITATION-TO-BID (ITB) THE STATE OF ALABAMA WILL ACCEPT AND EVALUATE ALTERNATE BID SUBMITTALS ON ANY ITB'S. ALTERNATE BID RESPONSES WILL BE EVALUATED ACCORDING TO THE REQUIREMENTS AS ALL OTHER RESPONSES TO THIS ITB.

INTERNET WEBSITE LINK'S

INTERNET AND/OR WEBSITE LINKS WILL NOT BE ACCEPTED IN BID RESPONSES AS A MEANS TO SUPPLY ANY REQUIREMENTS STATED IN THIS ITB (INVITATION-TO-BID).

PRODUCT DELIVERY, RECEIVING AND ACCEPTANCE

IN ACCORDANCE WITH THE UNIVERSAL COMMERCE CODE (CODE OF ALABAMA, TITLE 7), AFTER DELIVERY, THE STATE OF ALABAMA HAS THE RIGHT TO INSPECT ALL PRODUCTS BEFORE ACCEPTING. THE STATE WILL INSPECT PRODUCTS IN A REASONABLE TIMEFRAME. SIGNATURE ON A DELIVERY DOCUMENT DOES NOT CONSTITUTE ACCEPTANCE BY THE STATE. THE STATE WILL ACCEPT PRODUCTS ONLY AFTER SATISFACTORY INSPECTION.

SALES TAX EXEMPTION

PURSUANT TO THE CODE OF ALABAMA, 1975, TITLE 40-23-4 (A) (11), THE STATE OF ALABAMA IS EXEMPT FROM PAYING SALES TAX. AN EXEMPTION LETTER WILL BE FURNISHED UPON REQUEST.

INVOICES

INQUIRIES CONCERNING PAYMENT AFTER INVOICES HAVE BEEN SUBMITTED ARE TO BE DIRECTED TO THE RECEIVING AGENCY, NOT THE DIVISION OF PURCHASING

BID RESPONSES AND BID RESULTS

UNEVALUATED BID RESPONSES (NOT BID RESULTS) ARE AVAILABLE ON OUR WEB SITE AT WWW.PURCHASING.ALABAMA.GOV. BID RESULTS WILL BE MADE AVAILABLE FOR REVIEW IN THE DIVISION OF PURCHASING OFFICE, BUT ONLY AFTER THE BID HAS BEEN AWARDED. WE DO NOT FAX OR MAIL COPIES OF BID RESULTS. IF A VENDOR WISHES TO REVIEW BID RESULTS IN OUR OFFICE, THEY SHOULD FAX THEIR REQUEST TO REVIEW THE BID TWO DAYS IN ADVANCE TO THE "BID REVIEW CLERK" AT (334) 242-4419. BE SURE TO REFERENCE THE BID NUMBER.

FOREIGN CORPORATION - CERTIFICATE OF AUTHORITY

ALABAMA LAW PROVIDES THAT A FOREIGN CORPORATION (AN OUT-OF-STATE COMPANY/FIRM) MAY NOT TRANSACT BUSINESS IN THE STATE OF ALABAMA UNTIL IT OBTAINS A CERTIFICATE OF AUTHORITY FROM THE SECRETARY OF STATE. SECTION 10-2B-15.01, CODE OF ALABAMA 1975. TO OBTAIN FORMS FOR A CERTIFICATE OF AUTHORITY, CONTACT THE SECRETARY OF STATE, CORPORATIONS DIVISION, (334) 242-5324. THE CERTIFICATE OF AUTHORITY DOES NOT KEEP THE VENDOR FROM SUBMITTING A BID.

BID IDENTIFICATION

REFERENCE PAGE 2, ITEM 2. DUE TO THE POSTAL SERVICE PUTTING BAR CODE LABELS ON ENVELOPES, IT CONCEALS THE BID NUMBER AND DATE IF THE VENDOR HAS WRITTEN THEM OTHER THAN THE LOWER LEFT CORNER, THEREFORE THE BID WOULD BE REJECTED FOR NOT BEING PROPERLY IDENTIFIED.

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INVITATION TO BID

AWARD:

BID PRICES WILL BE AWARDED BY WORKSCOPE ITEM. AWARD WILL BE MADE TO THE RECOMMENDED CONTRACTOR, WHO DURING THE COURSE OF OUR BID EVALUATION IS FOUND TO BE THE LOWEST RESPONSIBLE BIDDER. LINE ITEMS #00003 THROUGH #00004, INCLUSIVE, WILL BE AWARDED AS A GROUP.

CONTRACT PERIOD:

ESTABLISH A 12 MONTH CONTRACT WITH AN OPTION TO EXTEND FOR A SECOND, AND THIRD 12 MONTH PERIOD WITH THE SAME PRICING, TERMS AND CONDITIONS. THE SECOND AND THIRD 12 MONTH PERIOD, IF AGREED BY BOTH PARTIES, WOULD BEGIN THE DAY AFTER THE FIRST OR SECOND 12 MONTH PERIOD EXPIRES. ANY SUCCESSIVE EXTENSION MUST HAVE WRITTEN APPROVAL OF BOTH THE STATE AND VENDOR NO LATER THAN 30 DAYS PRIOR TO EXPIRATION OF THE PREVIOUS 12 MONTH PERIOD.

PRICE SHEET

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LINE NO.	COMMODITY/SERVICE DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED AMOUNT
UNLESS SPECIFIED OTHERWISE BELOW:					
SHIP TO: R1 /					
STATEWIDE					
----- --- BEGIN GROUPING LINES: 00003 -----					
00003	COMMODITY CODE: 988-56-085755 LITTER REMOVAL, ROUTINE CYCLE: REMOVAL AND DISPOSAL OF ALL VISIBLE LITTER ON R.O.W. 15' FROM EDGE OF TRAVEL LANE, AND ENTIRE MEDIAN. TOTAL ESTIMATED ANNUAL MILES 2184.0	1	MILE		
00004	COMMODITY CODE: 988-56-085755 LITTER REMOVAL, MOWING OPERATION: REMOVAL AND DISPOSAL OF ALL VISIBLE LITTER ON ENTIRE HIGHWAY R.O.W. AND MEDIAN, EXCLUDING TRAVEL LANES AND PAVED SHOULDERS. TOTAL ESTIMATED ANNUAL MILES 390.3	1	MILE		
----- ---END GROUPING LINES: 00003 - 00004 -----					
				GRP TOTAL	

PAGE TOTAL

BID TOTAL

**SPECIFICATIONS
ROADWAY LITTER REMOVAL- REQUISITION
SIXTH DIVISION - DISTRICT THREE - MONTGOMERY COUNTY**

REVISED 7/21/10

CONTRACT #: TA - 903

1.0 CONTRACTOR REQUIREMENTS - GENERAL

- 1.1 PURSUANT TO SECTION 34-8-1 OF THE CODE OF ALABAMA, EACH BIDDER MUST SUBMIT WITH THEIR BID PROOF OF LICENSING THROUGH THE ALABAMA STATE BOARD OF LICENSING FOR GENERAL CONTRACTORS, WITH APPROVED MAXIMUM BID LIMITS SUFFICIENT TO COVER THE BID RELATED TO THIS SPECIFICATION. CONTRACTOR MUST BE LICENSED IN AN AREA OF WORK APPROPRIATE TO THE WORK SCOPE APPLICABLE TO THIS BID PROCESS. **FAILURE TO COMPLY WILL BE CAUSE FOR REJECTION OF THE BID.** A COPY OF THE CONTRACTOR'S CURRENT YEAR'S LICENSE WILL EXPEDITE THE EVALUATION PROCESS.
- *** APPLIES TO BIDS IN EXCESS OF \$50,000 ONLY! *****
- 1.2 EACH BIDDER MUST SUBMIT WITH THEIR BID PROOF OF LIABILITY INSURANCE IN THE MINIMUM AMOUNT OF \$1,000,000 PER OCCURRENCE, \$2,000,000 AGGREGATE. EACH BIDDER SHALL FURTHER PROVIDE PROOF OF WORKMAN'S COMPENSATION INSURANCE SUFFICIENT TO SATISFY ALL LEGAL REQUIREMENTS OF THE STATE OF ALABAMA. **FAILURE TO PROVIDE THIS DOCUMENTATION WITH THE BID PACKAGE WILL BE CAUSE FOR REJECTION OF THE BID.**
- 1.3 IN ACCORDANCE WITH SECTION 41-16-59 OF THE CODE OF ALABAMA, THE SUCCESSFUL BIDDER ON THIS SOLICITATION IS RESTRAINED FROM ASSIGNING OR SUB-CONTRACTING ANY PORTION OF THE WORK UNDER THIS CONTRACT.
- 1.4 BID PRICES WILL BE AWARDED BY WORKSCOPE ITEM. AWARD WILL BE MADE TO THE RECOMMENDED CONTRACTOR, WHO DURING THE COURSE OF OUR BID EVALUATION, IS FOUND TO BE THE LOWEST RESPONSIBLE BIDDER.
- 1.5 THE CONTRACTOR SHALL INDEMNIFY AND SAVE HARMLESS THE STATE, THE DEPARTMENT, THE OFFICERS AND EMPLOYEES FROM ALL SUITS, ACTIONS OR CLAIMS OF ANY CHARACTER BROUGHT BECAUSE OF ANY INJURIES OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON, PERSONS, OR PROPERTY DUE TO THE OPERATIONS OF THE SAID CONTRACTOR; OR BECAUSE OF OR IN CONSEQUENCE OF ANY NEGLIGENCE IN SAFEGUARDING THE WORK; OR THROUGH USE OF UNACCEPTABLE MATERIALS IN CONSTRUCTING THE WORK; OR BECAUSE OF ANY ACT OR OMISSION, NEGLIGENCE, OR MISCONDUCT OF SAID CONTRACTOR; OR BECAUSE OF ANY CLAIMS OR AMOUNTS ARISING OR RECOVERED UNDER THE "WORKMAN'S COMPENSATION ACT" OR ANY OTHER LAW, ORDINANCE, ORDER, OR DECREE; AND SO MUCH OF THE MONEY DUE THE SAID CONTRACTOR UNDER AND BY VIRTUE OF HIS CONTRACT AS MAY BE CONSIDERED NECESSARY BY THE DEPARTMENT FOR SUCH PURPOSE, MAY BE RETAINED FOR THE USE OF THE STATE; OR IN CASE NO MONEY IS DUE, HIS SURETY WILL BE HELD LIABLE UNTIL SUCH SUIT OR SUITS, ACTION OR ACTIONS, CLAIM OR CLAIMS FOR INJURIES OR DAMAGES AS AFORESAID SHALL HAVE BEEN SETTLED AND SUITABLE EVIDENCE TO THAT EFFECT FURNISHED TO THE DEPARTMENT; EXCEPT THAT MONEY DUE THE CONTRACTOR WILL NOT BE WITHHELD WHEN THE CONTRACTOR PRODUCES

SATISFACTORY EVIDENCE THAT HE IS ADEQUATELY PROTECTED BY PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE.

- 1.6 EACH AWARDED CONTRACTOR MUST PROVIDE THE STATE OF ALABAMA WITH A PERFORMANCE BOND IN THE AMOUNT OF AWARD, NOT TO EXCEED \$250,000.00, PRIOR TO AWARD OF A PURCHASE ORDER.
- 1.7 EACH BIDDER MUST BE ABLE TO DOCUMENT ON DEMAND A MINIMUM OF THREE (3) YEARS' EXPERIENCE IN SUCCESSFUL MANAGEMENT OF ROADWAY LITTER REMOVAL OF A SIMILAR SIZE, NATURE AND SCOPE, INCLUDING REFERENCES AND CONTACT INFORMATION.

SPECIAL EXPERIENCE COMPLIANCE PROVISION:

IN THE EVENT THAT THE LOW RESPONSIBLE BIDDER, MEETING ALL OTHER ELEMENTS OF THIS SPECIFICATION, CANNOT DEMONSTRATE A MINIMUM ACCEPTABLE LEVEL OF CORPORATE EXPERIENCE IN EITHER PROJECT SIZE OR SCOPE, OR IN DURATION OF APPLICABLE EXPERIENCE, HE WILL BE ALLOWED FOURTEEN (14) CALENDAR DAYS TO HIRE AN ACCEPTABLE OPERATIONS MANAGER WHO CAN DEMONSTRATE THE SATISFACTORY EXPERIENCE IN MANAGING AN OPERATION OF SIMILAR SIZE AND SCOPE FOR THE REQUISITE MINIMUM OF THREE (3) YEARS. EXPERIENCE MUST SPECIFICALLY INCLUDE LITTER REMOVAL OPERATIONS MANAGEMENT FOR CONSIDERATION OF AWARD FOR A LITTER REMOVAL CONTRACT. EXPERIENCE MUST ENCOMPASS THE MANAGEMENT OF OPERATIONS INVOLVING ESSENTIALLY IDENTICAL EQUIPMENT, FUNCTIONAL PERFORMANCE REQUIREMENTS, WORK HOURS AND INTERSTATE TRAFFIC CONDITIONS AS DESCRIBED IN THIS SPECIFICATION. THE ALABAMA DEPARTMENT OF TRANSPORTATION RESERVES THE RIGHT TO REJECT THE CONTRACTOR'S BID SHOULD THE CANDIDATE'S VERIFIABLE EXPERIENCE NOT MEET MINIMAL QUALIFICATIONS AS STATED. EXPERIENCE SHOULD INCLUDE ACTUAL OPERATIONAL EXPERIENCE AS WELL AS THE MANAGEMENT OF OPERATIONAL EMPLOYEES, THE PLANNING AND IMPLEMENTATION OF TRAFFIC CONTROL PROTOCOLS IN COMPLIANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND APPLICABLE FHWA GUIDELINES, AND THE MANAGEMENT AND REPORTING OF ENVIRONMENTAL COMPLIANCE ISSUES IN THE DISPOSAL OF DEBRIS.

BIDDER MUST PROVIDE DOCUMENTATION IN THE FORM OF A WRITTEN OFFER OF EMPLOYMENT TO THE OPERATIONS MANAGER CANDIDATE AND A LETTER OF ACCEPTANCE FROM THE CANDIDATE. DOCUMENTATION MUST ALSO INCLUDE A COMPLETE RESUMÉ OF THE CANDIDATE, DETAILING HIS APPLICABLE WORK HISTORY, PROJECT JURISDICTIONS AND LOCATIONS AND REFERENCES WITH ALL NECESSARY CONTACT INFORMATION TO INCLUDE NAME, TITLE, EMPLOYER, ADDRESS AND PHONE NUMBERS AND DATES OF RELEVANT SERVICE. REFERENCES MUST INCLUDE CONTACTS FOR EACH EMPLOYER AND EACH CUSTOMER.

CONTINUED EMPLOYMENT VERIFICATION OF THE OPERATIONS MANAGER WILL BE A NECESSARY ELEMENT OF CONTRACT COMPLIANCE DURING THE ENTIRE CONTRACT PERIOD OF TWELVE (12) MONTHS, AND FOR A MINIMUM OF TWO (2) RENEWAL PERIODS, SHOULD CONTRACTOR AND AGENCY ELECT TO RENEW THE CONTRACT FOR ADDITIONAL TERM PERIODS. THE OPERATIONS MANAGER SHALL BE THE PRIMARY POINT OF CONTACT AND LIASON BETWEEN THE CONTRACTOR AND THE AGENCY ON A DAILY OPERATIONAL BASIS, AND WILL BE REQUIRED TO ACTIVELY OVERSEE DAILY/NIGHTLY OPERATIONS IN THE FIELD. THE DISTRICT MANAGER AND PROJECT INSPECTOR MUST BE PROVIDED A DIRECT CONTACT NUMBER FOR THE OPERATIONS MANAGER. THE OPERATIONS MANAGER MUST BE AVAILABLE BY PHONE DURING ALL HOURS OF OPERATION, AND RETURN ALL OTHER PHONE CALLS WITHIN TWO (2) HOURS. UPON REQUEST, OPERATIONS MANAGER MUST MEET WITH ALDOT PROJECT MANAGERS TO REVIEW/DISCUSS OPERATIONAL ISSUES AND PERFORMANCE DEFICIENCIES WITHIN FOUR(4) STATE BUSINESS HOURS.

IN THE EVENT OF THE OPERATIONS MANAGER'S UNTIMELY SEPARATION FROM EMPLOYMENT WITH THE CONTRACTOR, ALDOT WILL SUSPEND ALL PERFORMANCE UNDER THE RELEVANT PORTION OF THIS CONTRACT UNTIL A REPLACEMENT MANAGER OF ACCEPTABLE EXPERIENCE IS HIRED. SHOULD CONTRACTOR FAIL TO REPLACE OPERATIONS MANAGER WITHIN FOURTEEN (14) CALENDAR DAYS, CONTRACTOR WILL BE IN DEFAULT OF CONTRACT REQUIREMENTS, AND ALDOT WILL RECOMMEND CANCELLATION OF THE CONTRACT.

2.0 WORK SCOPE

- 2.1 ALL WORKMANSHIP SHALL BE OF A PROFESSIONAL QUALITY AND STANDARD AS GENERALLY ACCEPTED IN THE TRADE. ALL WORKMANSHIP IS SUBJECT TO INSPECTION AND APPROVAL BY THE DISTRICT ENGINEER, OR HIS DESIGNEE, AND MUST MEET THE REQUIREMENTS OF THE ALABAMA DEPARTMENT OF TRANSPORTATION STANDARD

SPECIFICATIONS (CURRENT EDITION) AS WELL AS ANY STANDARD DRAWINGS, SPECIAL DRAWINGS AND SPECIAL PROVISIONS.

- 2.2 ATTENTION IS DRAWN TO THE FACT THAT THIS WORK WILL BE PERFORMED UNDER TRAFFIC CONDITIONS REQUIRING SPECIAL CARE TO EXPEDITE THE WORK AND PREVENT UNDUE HAZARDOUS CONDITIONS. **TRAFFIC CONTROL WILL BE THE RESPONSIBILITY OF THE CONTRACTOR IN ACCORDANCE WITH THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) AND CHAPTER VI OF THE MOST CURRENT EDITION OF THE STANDARDS AND GUIDES FOR TRAFFIC CONTROLS FOR STREET AND HIGHWAY CONSTRUCTION, MAINTENANCE, UTILITY AND INCIDENTAL MANAGEMENT OPERATIONS.** ATTENTION IS DRAWN TO THE REQUIREMENTS OF SUB-ARTICLE 630.03 (D) OF THE CURRENT SPECIFICATION.
- 2.3 PRICES TO INCLUDE ALL EQUIPMENT, MATERIALS, WATER, TOOLS, LABOR, TRANSPORTATION, TRAFFIC CONTROL, DISPOSAL AND OTHER NECESSARY INCIDENTALS FOR THE COMPLETION OF THIS WORK IN AN APPROVED AND SATISFACTORY MANNER. NO WORK WILL BE DONE WITHOUT PRIOR APPROVAL AND NOTIFICATION BY THE DISTRICT ENGINEER AT LOCATIONS DESIGNATED.
- 2.4 THE CONTRACT PERIOD WILL BE FOR A PERIOD OF TWELVE (12) MONTHS FROM DATE OF AWARD WITH AN OPTION TO RENEW FOR A SECOND , THIRD, FORTH AND FIFTH 12 MONTH PERIOD UNDER THE SAME PRICING, TERMS AND CONDITIONS.
- 2.5 **THE QUANTITY IS ESTIMATED ONLY AND IN NO WAY OBLIGATES THE STATE TO HAVE ANY SPECIFIC WORK PERFORMED.**
- 2.6 THE UNIT OF MEASUREMENT FOR LITTER REMOVAL SHALL BE BY THE "MILE" OF ROADWAY CENTERLINE COMPLETED, WHICH INCLUDES MEDIAN AND OUTSIDE OF SHOULDER FOR BOTH ROADWAYS.
- 3.0 **PERFORMANCE REQUIREMENTS**
- 3.1 **LITTER REMOVAL:** THERE SHALL BE TWO SEPARATE LINE ITEMS FOR LITTER REMOVAL. ONE LINE ITEM SHALL CONSIST OF NORMAL "ROUTINE LITTER REMOVAL" AND THE OTHER LINE ITEM FOR "LITTER REMOVAL FOR MOWING OPERATIONS ONLY". THE "ROUTINE LITTER REMOVAL" FOR DESIGNATED ROUTES WITHIN THE CONTRACT SHALL CONSIST OF REMOVAL AND DISPOSAL OF ALL VISIBLE LITTER 15 FEET FROM THE EDGE OF HIGHWAY ON THE OUTSIDE OF THE ROADWAY AND THE ENTIRE MEDIAN WIDTH ON A DIVIDED HIGHWAY ROADWAY, WITH THE EXCEPTION OF LITTER BEING REMOVED THE ENTIRE RIGHT OF WAY FOR MOWING OPERATIONS WITHIN THE DESIGNATED "ROUTINE LITTER REMOVAL" ROUTES. THE "LITTER REMOVAL FOR MOWING OPERATIONS ONLY" OUTSIDE THE DESIGNATED "ROUTINE LITTER REMOVAL" ROUTES WILL BE REMOVAL OF LITTER THE ENTIRE HIGHWAY RIGHT-OF-WAY, EXCLUDING THE TRAVEL LANES AND PAVED SHOULDERS.
- 3.2 **EQUIPMENT:** THE LITTER REMOVAL EQUIPMENT USED SHALL BE OF SUFFICIENT TYPE, CAPACITY AND QUANTITY TO SAFELY AND EFFECTIVELY PERFORM THE LITTER REMOVAL WORK. ALL LITTER REMOVAL VEHICLES MUST HAVE HIGH PROFILE STROBE LIGHTS AND/OR LIGHT BARS, SLOW MOVING SIGNS, AND THE DEBRIS TRAILERS MUST BE PAINTED SAFETY ORANGE SUPPLEMENTED WITH REFLECTIVE HIGH INTENSITY TAPE AND CARRY APPROPRIATE SIGNAGE. ALL PERSONNEL SHALL WEAR APPROPRIATE

REFLECTIVE ATTIRE, I.E. VEST MEETING CURRENT ANSI STANDARDS, WHILE PERFORMING WORK ON THE ROW. THE DEPARTMENT MUST APPROVE THE CONTRACTOR'S EQUIPMENT PRIOR TO STARTING WORK.

- 3.3 NO LITTER REMOVAL SHALL BE CONDUCTED WHEN THERE ARE CLIMATIC CONDITIONS PRESENT OR FORECAST THAT WOULD MAKE SUCH AN OPERATION INEFFECTUAL OR DANGEROUS. THESE CLIMATIC CONDITIONS INCLUDE, BUT NOT LIMITED TO, HEAVY RAIN, FOG, SNOW, ICE, SLEET AND HIGH WINDS.
- 3.4 ALL LITTER SHALL BE DISPOSED OF IN A LICENSED AND APPROVED DISPOSAL AREA. TICKETS OR CERTIFIED STATEMENTS OF THE AMOUNT OF LITTER DISPOSED SHALL BE PROVIDED WITH EACH INVOICE FOR PAYMENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL LANDFILL FEES.
FAILURE TO PROVIDE DISPOSAL RECORDS WITH INVOICES WILL DELAY PAYMENT OF INVOICES AND COULD RESULT IN CANCELLATION OF THE CONTRACT AND FORFEITURE OF PAYMENT FOR ANY WORK FOUND TO BE IN NON-COMPLIANCE.
- 3.5 THE DISTRICT ENGINEER WILL DETERMINE THE BEGINNING OF EACH CYCLE AND WILL NOTIFY THE CONTRACTOR, BY TELEPHONE, FORTY-EIGHT HOURS PRIOR TO THE BEGINNING OF EACH CYCLE. THE CONTRACTOR MUST BE CAPABLE OF RESPONDING WITHIN 48 HOURS AFTER NOTICE IS GIVEN BY THE DISTRICT ENGINEER. NO WORK SHALL BE PERFORMED WITHOUT PRIOR APPROVAL FROM THE DISTRICT ENGINEER.
- 3.6 THE DISTRICT ENGINEER HAS THE AUTHORITY TO ALTER CYCLES, INCLUDING THE DAYS AND TIME OF OPERATIONS, AS HE DEEMS NECESSARY.
- 3.7 EACH ROUTINE LITTER REMOVAL CYCLE IS TO BE PERFORMED ONCE WEEKLY. THE WEEKLY CYCLE IS TO BE PERFORMED ON SUNDAY UNLESS APPROVED OTHERWISE BY THE DISTRICT ENGINEER. HOURS OF OPERATION ARE BETWEEN 7:00 P.M. THROUGH 6:00 A.M. ONLY WITH THE EXCEPTION OF THE SECTION OF I-65 FROM MP 173 TO MP 176.7 WHICH MAY BE PERFORMED DURING SUNDAY DURING DAYLIGHT HOURS. EACH CYCLE MUST BE COMPLETED BEFORE A NEW CYCLE IS STARTED.
- 3.8 LITTER AND SWEEPING SCHEDULED IN THE SAME AREA ON THE SAME DAY SHALL BE PERFORMED CONCURRENTLY IN A MANNER THAT DOES NOT CREATE A HAZARDOUS CONDITION FOR THE TRAVELING PUBLIC, I.E., "GATE POSTING" TRAFFIC WITH WORK ON BOTH SIDES ON THE ROAD IN THE SAME LOCATION.
- 3.9 EACH LITTER REMOVAL CYCLE FOR "LITTER REMOVAL FOR MOWING OPERATIONS ONLY" SHALL COMMENCE WITHIN 48 HOURS FROM THE NOTICE OF THE DISTRICT ENGINEER. THE LITTER REMOVAL FOR MOWING OPERATIONS MAY BE PERFORMED DURING DAYLIGHT HOURS UNLESS OTHERWISE DIRECTED BY THE DISTRICT ENGINEER. THE CONTRACTOR SHALL HAVE THE CAPABILITY TO REMOVE THE LITTER AT A PACE SO THAT IT DOES NOT INTERFERE WITH THE MOWING CREWS PROGRESS, TYPICALLY 10 MILES PER DAY ON AN AVERAGE 4-LANE ROW. THE CONTRACTOR IS EXPECTED TO REMOVE LITTER PRIOR TO THE MOWING OPERATIONS AND IF NECESSARY, REMOVE LITTER THAT WAS MISSED AFTER THE MOWERS HAVE CUT WITHOUT ADDITIONAL COMPENSATION. THE CONTRACTOR'S LITTER REMOVAL CREW MUST HAVE A COMMUNICATION DEVICE, I.E., RADIO, TELEPHONE, ETC., ON SITE DURING THE

OPERATIONS. THE DEPARTMENT'S PERSONNEL WILL NEED TO COMMUNICATE & COORDINATE WITH THE CONTRACTOR'S CREW FOREMAN AS THE ACTIVITIES ARE BEING PERFORMED. THIS INCLUDES THE "ROUTINE LITTER REMOVAL" CYCLE WHEN MOWING OPERATIONS ARE BEING PERFORMED WITHIN THE DESIGNATED "ROUTINE LITTER REMOVAL" ROUTES.

- 3.10 EVIDENCE OF A CONTRACTOR'S INABILITY TO COMPLETE EACH CYCLE IN A TIMELY MANNER, IN ACCORDANCE WITH ALL TERMS, CONDITIONS AND SPECIFICATIONS, WILL BE CAUSE FOR CANCELLATION OF THE CONTRACT

4.0 INSPECTION

- 4.1 THE CONTRACTOR IS REQUIRED TO COMPLETE A DAILY REPORT FOR ANY WORK PERFORMED. THIS REPORT IS TO INCLUDE THE DATE, THE EQUIPMENT USED, PERSONNEL USED, LOCATION OF THE LITTER PICKUP, BEGINNING AND ENDING TIME OF WORK AT EACH LOCATION, MILES CLEANED AT EACH LOCATION AND ANY OTHER PERTINENT INFORMATION.FOR ALDOT VERIFICATION AND INSPECTION PURPOSES. THIS REPORT SHOULD BE FORWARDED IN A MANNER THAT IT IS RECEIVED AT THE DISTRICT ENGINEER'S OFFICE THE FOLLOWING MORNING, BEFORE 9:00 AM, AFTER THE WORK IS PERFORMED.
- 4.2 THE DAILY REPORTS ARE TO BE SUBMITTED ON A DAILY BASIS. AN INVOICE WITH A COPY OF THE DAILY REPORTS IS TO BE SUBMITTED TO THE DEPARTMENT AT THE END OF EACH MONTH.
- 4.3 INSPECTORS FOR THE DEPARTMENT SHALL BE PROVIDED BY THE DISTRICT ENGINEER TO SEE THAT THE CONTRACTOR PROPERLY PERFORMS THE WORK AND MAINTAINS AND CONTROLS TRAFFIC ACCORDING TO THE CONTRACT SPECIFICATIONS FOR TIME AND PERFORMANCE.
- 4.4 IN THE EVENT THAT THE INSPECTOR DISCOVERS UNSATISFACTORY RESULTS OR CONDITIONS, THE DEPARTMENT WILL NOTIFY THE CONTRACTOR AND CORRECTIVE MEASURES SHOULD BE MADE IN A PROMPT AND TIMELY MANNER. IN ADDITION, NO OTHER CYCLES SHALL COMMENCE UNTIL THE UNSATISFACTORY RESULTS OR CONDITIONS HAVE BEEN RESOLVED.

ATTACHMENT "A"

ROUTINE LITTER REMOVAL LOCATIONS (ONCE WEEKLY) LINE ITEM #00003

I65

US 80 INTERCHANGE (INCLUDING INTERCHANGE) – ELMORE C.L. (MP 167.1 TO MP 176.7) = 9.60 MILES

I65

EXIT RAMPS

169, 170, 171, 172, 173 & 176 = 5.4 MILES

I85

I65 INTERCHANGE – 1500' N. OF ANN ST. (MP 0.00 TO MP 3.00) = 3.00 MILES
DAY ST TO HILL ST. = .5 MILES

I85

EXIT RAMPS

COURT, UNION, FORREST, MULBERRY & ANN STREETS = 3.30 MILES

ROUTINE LITTER REMOVAL = 21.8 MILES PER CYCLE

21.0 X 52 WEEKS= 1133.6 TOTAL MILES FOR ANNUAL ROUTINE LITTER REMOVAL

LITTER REMOVAL FOR MOWING OPERATION LOCATIONS LINE ITEM #00004

US 231 & US 82

FROM PIKE CO. LINE TO THE S.E. BYPASS= 28.884 MILES

US 82, US 80, AL 9

BYPASS AT I-65 TO AL 9 AT THE ELMORE CO. LINE= 15.965 MILES

US 31

I-65 HOPE HULL TO ELMORE CO LINE= 11.972 MILES

US 331

FROM CRENSHAW CO. LINE TO S. BYPASS= 26.395 MILES

AL 152

FROM I-65 TO US 231 WETUMPKA= 6.605 MILES

US 80 & AL 110

ATLANTA HWY & CHANTILLY PKWY= 7.29 MILES

US 80

FROM I-65 TO DALLAS CO. LINE= 9.004 MILES

I-85

FROM ANN ST. TO MACON CO. LINE= 15.663 MILES
(INCLUDES RAMPS)

I-65

US 80 TO LOWNDES CO. LINE= 8.364 MILES
(INCLUDES RAMPS)

**TOTAL LITTER REMOVAL FOR MOWING OPERATIONS @ APPROX 3 CYCLES PER
YEAR= 390.426 MILES**

ATTACHMENT "B"

BRIDGE END LITTER PICKUP DETAIL

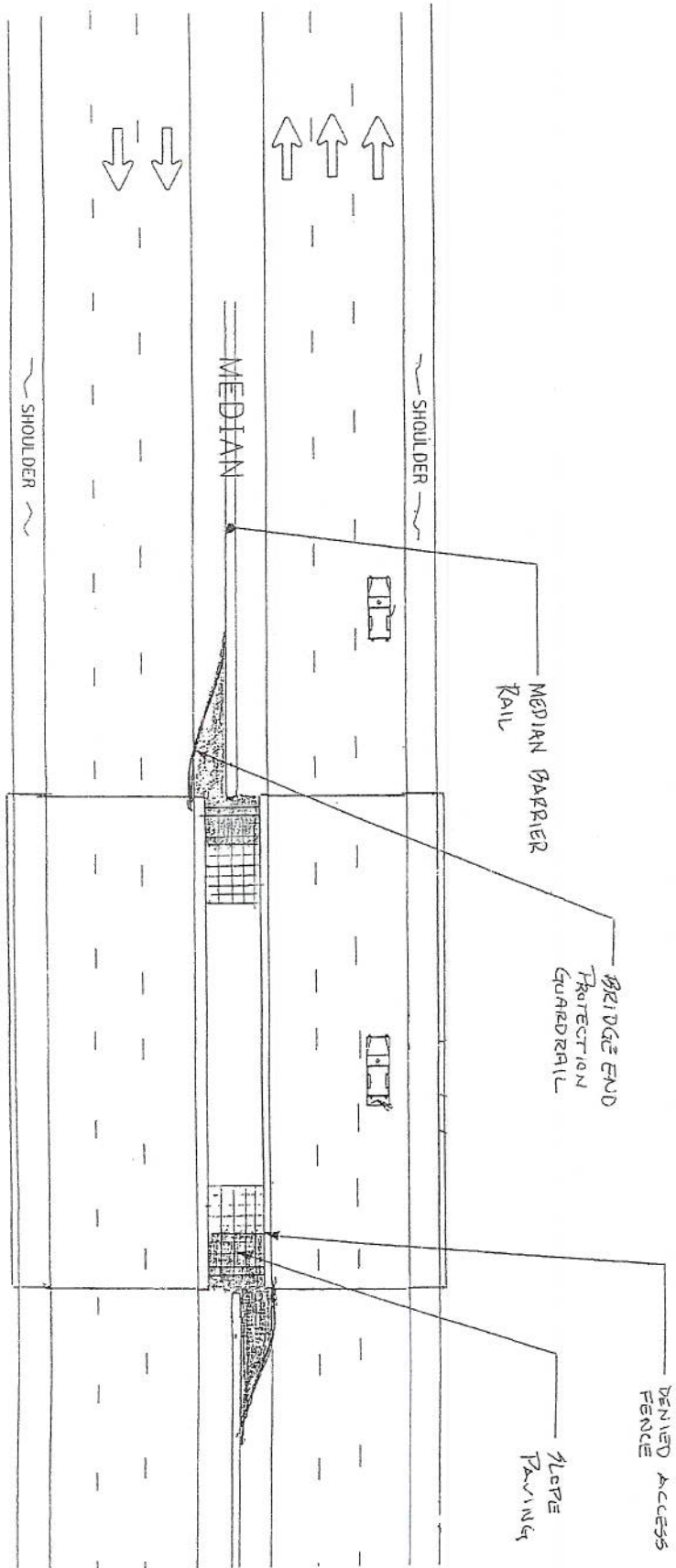


Figure 1.1